

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE****LEASE AMENDMENT**

LEASE AMENDMENT No. 19

TO LEASE NO. GS-11P-LDC02267

ADDRESS OF PREMISES

717 14th Street, NW
Washington, DC 20005

PDN Number: N/A

THIS AMENDMENT is made and entered into between717 14th Street LLCwhose address is: 1101 30th Street, NW, Suite 210
Washington, DC 20007hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:**WHEREAS**, the parties hereto desire to amend the above Lease to extend the term of the Lease.

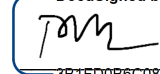
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon signature by both parties as follows:

- A. Extension Term:** The Lease term is hereby extended for 18 months from July 16, 2022, through January 15, 2024, subject to the Government's termination rights as set forth in Paragraph F below.
- B. Premises:** Starting on July 16, 2022, the Lease shall be reduced from 36,112 rentable square feet (RSF), yielding 32,803 ANSI/BOMA Office Area square feet (ABOA SF) to **7,804 RSF/ 6,996** located on the entirety of the **11th** floor."

This Lease Amendment contains {2} pages plus Exhibit A.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.**FOR THE LESSOR:**

DocuSigned by:



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Name: Peter Minshall

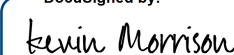
Title: managing member

Entity: 717 14th Street LLC

Date: 7/5/2022

FOR THE GOVERNMENT:

DocuSigned by:



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Name: Kevin Morrison

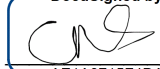
Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 7/8/2022

WITNESSED FOR THE LESSOR BY:

DocuSigned by:



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Name: Cathryn Scheipers

Title: Chief operating officer

Date: 7/5/2022

- C. **Annual Rent:** In consideration, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	JULY 16, 2022 – JANUARY 15, 2024
	ANNUAL RENT
SHELL RENT	(b) (4)
OPERATING COSTS*	(b) (4)
PARKING	\$ 0.00
ANNUAL RENT	\$ 368,519.71

*OPERATING COSTS CITED IN THE TABLE ABOVE REFLECT ADJUSTMENT AS OF OCTOBER 28, 2021."

- D. **Operating Costs Adjustments:** In accordance with Section 2.09, adjustments to the Operating Costs will continue in the Extension Term. The Operating Cost Base is (b) (4) and shall be reset with the next adjustment due on October 28, 2022
- E. **Tax Adjustment:** Starting on July 16, 2022, the Government's percentage of occupancy shall be reset to 6.43%, as calculated: 7,804 RSF divided by the total Building space of 121,443 RSF.
- F. **Termination Right:** The Government may terminate this Lease in whole, at any time after July 15, 2023, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- G. **Commission Credit:** **Public Properties LLC** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon execution of this Lease Amendment, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to **Public Properties LLC** with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 (July 16, 2022 – July 31, 2022) Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 1st Month's Rent.

This document will not constitute a payment until the date of execution by the Government. As a result, no payments whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

- H. **FAR Clause:** The following FAR clause 52.204-25 (August 2020) is hereby attached to the lease and is Exhibit A to this Lease Amendment.

LESSOR:  GOVERNMENT: 

Exhibit A to Lease Amendment No. 19

Lease No. GS-11P-LDC02267

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(b\)](#), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

Exhibit A to Lease Amendment No. 19

Lease No. GS-11P-LDC02267

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are

Exhibit A to Lease Amendment No. 19

Lease No. GS-11P-LDC02267

covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)